

MEMORANDUM OF UNDERSTANDING
among the
UNITED STATES DEPARTMENT OF DEFENSE (DOD)
GENERAL SERVICES ADMINISTRATION (GSA)
and the
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)

The parties of this Memorandum of Understanding (MOU) are the United States Department of Defense, hereinafter referred to as the "DOD;" the General Services Administration, hereinafter referred to as the "GSA;" and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service, hereinafter referred to as "APHIS".

The purpose of this MOU is to establish a mutually acceptable mechanism for requesting and receiving prescribed support in the event that the presence of animal/plant diseases and/or pests constitutes an actual or potential emergency situation as determined by the Deputy Administrator of Veterinary Services (DAVS), APHIS. The pest or disease may be endemic or exotic in nature. For the purposes of this MOU, an emergency is defined as any sudden negative economic impact, either perceived or real, such as a Foreign Animal Disease event or a natural disaster that threatens the viability of American animal agriculture and thereby the food supply of the United States. Determination of an actual emergency will involve the establishment by APHIS - Veterinary Services (VS) - Emergency Programs (EP) staff of a Regional Emergency Animal Disease Eradication Organization (READEO). With determination of a potential emergency, APHIS will establish a Veterinary Field Investigation Unit (VFIU).

At the time of determination of a potential or actual emergency by APHIS, DOD resources can be committed when the capability of APHIS is exceeded. The DOD resources will be provided on a reimbursable and minimum essential basis.

APHIS is authorized under 21 U.S.C. Sections 134-134h, 21 U.S.C. Sections 114-114j, and 7 U.S.C. Sections 147a-147b to provide for response to animal diseases and/or plant pests introduced into the United States or of concern to the United States. APHIS will establish a temporary operations headquarters within the outbreak area, request access for required resources, and identify and utilize personnel with necessary expertise to cope with the situation.

In the event that the emergency exceeds the capability of civil authorities, procedures and authorities exist under 31 U.S.C. Section 1535 and DOD Directive 3025.1 or DoD Directive 3025.15 for utilizing military resources.

Signature of this MOU does not constitute a monetary obligation on the part of DOD, GSA or APHIS.

This agreement is entered into by GSA in accordance with 40 U.S.C. Sections 481 and

490 (Federal Property and Administrative Services Act of 1940) and 48 CFR Chapters 1-51 Federal Acquisition Regulation (FAR).

The parties enter into this MOU in cooperation and with the intention that efforts shall further mutual interests and will benefit the people of the United States.

The parties to this memorandum mutually agree with each other as follows:

A. APHIS Agrees To:

1. Direct and conduct response programs to diagnose, control, and eradicate animal diseases and/or pests.
2. Establish a Regional Emergency Animal Disease Eradication Organization (READEO), Veterinary Field Investigation Unit (VFTU), or other organization as appropriate, to complete the above responses.
3. Request military support from the DOD through the Director of Military Support (DOMS) in coordination with the Defense Veterinary Liaison Officer (DVLO), when the capability of APHIS has been exceeded.
4. Reimburse DOD and GSA for incremental costs, to include TDY and per diem, for the support described in Sections B and C of this agreement. These reimbursements will be accomplished as outlined under paragraph D.
5. Conduct and fund periodic APHIS, GSA, and DOD mutual training and exercises.
6. Issue fund citations authorizing GSA to contract for goods and services on behalf of APHIS. Prepare the mission assignment letter for GSA.
7. The APHIS point of contact for this MOU is: Veterinary Services, Emergency Programs Staff, 301-734-8073.

B. DOD Agrees To:

1. Provide military support to civil authorities IAW DOD Directive 3025.1. The DOD will provide assistance to APHIS on a reimbursable basis IAW the Economy Act. Reimbursement will be accomplished per paragraph D. 3 (b). This assistance may include:
 - (a) Provision of a senior Army Veterinary Corps Officer to function as the DVLO to the Deputy Administrator, Veterinary Services, APHIS.
 - (b) Provision of an Army Veterinary Corps Officer as Defense Veterinary Support.

Officer (DVSO) to assist in a READEO and/or VFIU, or other organization as appropriate. This DVSO will serve as the on-site point of contact for DOD veterinary functions and should arrive within 24 hours of notification by APHIS.

(c) Provision of DOD resources to include military specialists trained in foreign animal disease diagnosis, laboratory diagnosis, epidemiology, microbiology, immunology, entomology, pathology, and public health. One specialist can fulfill more than one discipline.

(d) Provision of laboratory support to assist and augment the capabilities of APHIS to include: Armed Forces Institute of Pathology, US Army Medical Research Institute of Infectious Diseases, US Army Center for Health Promotion and Preventive Medicine, and the DOD Veterinary Laboratory.

(e) Assist in the development of response plans.

(f) Participate to the maximum extent possible in exercises to be conducted and funded by APHIS.

2. Required resources will be determined by coordination between APHIS, the DVLO, and the DVSO.

3. The DOD point of contact for this MOU is: Chair, Department of Veterinary Pathology, Armed Forces Institute of Pathology, 202-782-2601.

C. GSA Agrees To:

1. Provide procurement assistance to include: personnel, contract support for supplies, equipment, facilities, and services to APHIS on a reimbursable basis. Reimbursement will be accomplished per paragraph D. 3 (a).

2. Provide an on-site coordinator within 24 hours of notification, when requested by APHIS.

3. Assist in the development of emergency plans.

4. Participate to the maximum extent possible in exercises to be conducted and funded by APHIS.

5. The GSA point of contact is: Emergency Coordinator, 202-501-0012.

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D. It Is Mutually Agreed and Understood That:

1. This MOU is to define, in general terms, the basis on which the parties concerned will cooperate.

2. APHIS will coordinate the development of requests for assistance to be agreed upon by DOD and GSA. All requests for DOD assistance will be routed through the Director of Military Support (DOMS) IAW DODD 3025.1 or the DYSO following appointment of the same.

3. Reimbursement is IAW para A. 4. above.

(a) GSA reimbursement. GSA will obtain reimbursement from APHIS through the Reimbursable Work Authorization (RWA), GSA Form 2957 for services and straight time of GSA personnel temporarily assigned to include travel, per diem, overtime, and other miscellaneous costs associated with the provision of GSA support. This document will be executed upon receipt of the mission assignment letter prior to GSA providing service.

(b) DOD reimbursement. DOD support will be provided only on a reimbursable basis. Several methods of reimbursement are commonly used in conjunction with disaster/emergency relief missions. The specific method that will be used depends on the scope of the mission, the actual type of expenditure, and the disbursing authorities of the agencies/commands involved. All support provided will be preceded by an official written request from APHIS and validated by the DOMS.

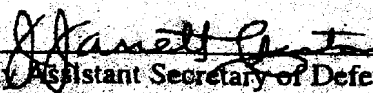
4. GSA will instruct all vendors providing goods and services pursuant to contract executed by GSA to bill APHIS directly.

5. This MOU shall supersede all existing MOUs, supplements, and amendments thereto relating to the response to animal diseases and/or pests.

6. This MOU shall become effective upon date of final signature, and shall continue for five years. It may be modified or discontinued at the request of either party. Requests for termination or any major change shall be submitted in writing to the other parties for consideration not less than 120 days in advance of the effective date desired.

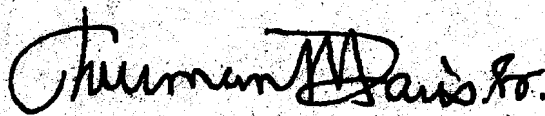
UNITED STATES DEPARTMENT OF DEFENSE

2 June 00
Date


Deputy Assistant Secretary of Defense
(Health Operations Policy)


GENERAL SERVICES ADMINISTRATION

August 29, 2000
Date


Deputy Administrator

UNITED STATES DEPARTMENT OF AGRICULTURE

6/30/00
Date


Acting Associate Administrator, Animal and Plant Health
Inspection Services

